



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Niagara, County of, Sheriff of County of Niagara and Niagara County Deputy Sheriffs Police Benevolent Association, Pace Local Union 1-2001 (2002)**

Employer Name: **Niagara, County of, Sheriff of County of Niagara**

Union: **Niagara County Deputy Sheriffs Police Benevolent Association**

Local: **Pace Local Union 1-2001**

Effective Date: **01/01/02**

Expiration Date: **12/31/05**

PERB ID Number: **7053**

Unit Size:

Number of Pages: **50**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

DEP 17053

AGREEMENT BETWEEN

PACE LOCAL UNION 1-2001

NIAGARA COUNTY SHERIFF'S POLICE

BENEVOLENT ASSOCIATION

AND

NIAGARA COUNTY AND THE SHERIFF

OF THE COUNTY OF NIAGARA

1/1 12/31
2002-2003-2004-2005

RECEIVED

JUL 30 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

**AGREEMENT BETWEEN
PACE LOCAL UNION 1-2001
NIAGARA COUNTY DEPUTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION
AND
THE COUNTY OF NIAGARA
AND
THE SHERIFF OF THE COUNTY OF NIAGARA
2002-2003-2004-2005**

TABLE OF CONTENTS

ARTICLE		PAGE
Article I	RECOGNITION	1
Article II	DURATION	2
Article III	ASSOCIATION DUES	2
Article IV	SAVINGS CLAUSE	3
Article V	MANAGEMENT RIGHTS	3
Article VI	GRIEVANCE PROCEDURE	4
Article VII	DISCHARGE AND DISCIPLINE	7
Article VIII	SICK LEAVE	7
Article IX	LEAVES OF ABSENCES	10
Article X	WORK WEEK	16
Article XI	HOLIDAYS	18
Article XII	VACATIONS	20
Article XIII	COMPENSATION PLAN	21
Article XIV	OVERTIME ASSIGNMENTS	25
Article XV	INCREMENTS	26
Article XVI	LONGEVITY	27

Article XVII	HEALTH AND MEDICAL INSURANCE	28
Article XVIII	RETIREMENT POLICIES	34
Article XIX	SAFETY	34
Article XX	IN-SERVICE TRAINING OR SCHOOLING	34
Article XXI	UNIFORM MAINTENANCE ALLOWANCE	35
Article XXII	FEDERAL-STATE FUNDING	36
Article XXIII	NIAGARA COUNTY CODE OF ETHICS	36
Appendix A	2002 WAGE SCHEDULE	38
Appendix B	2003 WAGE SCHEDULE	39
Appendix C	2004 WAGE SCHEDULE	40
Appendix D	2005 WAGE SCHEDULE	41
Appendix E	HEALTH INSURANCE WAIVER AGREEMENT	42

THIS AGREEMENT, entered into by and between the County of Niagara, New York and the Sheriff of the County of Niagara, New York, hereinafter referred to as the "employer" or "County" and PACE Local Union 1-2001 Niagara County Deputy Sheriff's Police Benevolent Association, hereinafter referred to as the "Association" or "Local."

PURPOSE AND INTENT

WHEREAS, it is the intent and purpose of the parties to set forth the terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be opened on any item, whether contained in this Agreement or not, during the life of this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

NOW, THEREFORE it is mutually agreed as follows:

ARTICLE I

RECOGNITION

The County hereby recognizes **PACE Local Union 1-2001** Niagara County Deputy Sheriff's Police Benevolent Association, hereinafter referred to as the "Association" or "Local" as the exclusive bargaining agent for deputized personnel in the Sheriff's Department which shall include the following titles:

Inspector-Chief of Investigations
Deputy Sheriff Forensic Chemist-Chief
Deputy Sheriff Criminal Investigator-Chief
Deputy Sheriff Civil-Chief

Deputy Sheriff-Criminal Investigator
Deputy Sheriff-Forensic Chemist
Deputy Sheriff-Captain
Deputy Sheriff-Tech. Sergeant
Deputy Sheriff-Sergeant
Deputy Sheriff
Deputy Sheriff-Civil

All other personnel and titles in the Sheriff's Department are excluded from **the bargaining unit and therefore the provisions of this Agreement.**

ARTICLE II

DURATION

The provisions of this Agreement shall be effective for the years beginning January 1, 2002 through December 31, 2005, **unless specifically stated to be otherwise.**

Either party may submit a request for negotiations on or before September 1, 2005 and the parties shall meet no later than October 1, 2005 to formulate a Negotiations Agenda.

The terms of this Contract shall remain in **full force and effect** until a **successor Contract is reached, unless specifically stated to be otherwise herein.**

ARTICLE III

ASSOCIATION DUES

Section 1:

The employer shall deduct from the wages of each employee, on a bi-weekly basis, and remit monthly to the Association's designated agent, regular membership dues for those employees authorizing such deductions, **or agency fee.**

Section 2:

The Association shall hold harmless the employer from any claim that may arise as a result of the Employer's action in deduction of dues.

Section 3:

Pace Local Union 1-2001 Niagara County Deputy Sheriff's Police Benevolent Association, having been recognized as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article I of this Agreement shall be entitled to have monies deducted from the wages or salaries of employees within the bargaining unit who are not members of the Association in an amount equivalent to the annual dues levied by the Association for full-time and part-time employees who are members. The fiscal or disbursing officer shall deduct and transmit the monies in the same form and manner that he or she is now transmitting the dues paid by employees who are members.

ARTICLE IV

SAVINGS CLAUSE

If any Article or part thereof of this Contract or any addition thereto be determined by a court of competent jurisdiction to be in violation of an federal, state or local law, or if adherence to or enforcement of any provision of this Agreement be restrained by a court of competent jurisdiction, then the remaining provisions of this Agreement shall not be affected. The Parties agree to immediately commence negotiations on the impact of such deleted provision.

This Contract may not be modified in whole or in part, except by an instrument in writing, duly executed by ~~the~~ parties. No departure from any provision of this Contract shall be construed as a continuing waiver of the right to enforce ~~this~~ or any **other** provision.

ARTICLE V

MANAGEMENT RIGHTS

The Association recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified through this Agreement, are and shall remain exclusively those of the Employer.

This Contract recognizes the Rules and Regulations as set forth by the Niagara County Sheriff's Department. Included in this is management's right to request a drug/alcohol test of an employee where reasonable suspicion exists.

Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement to: (1) hire, discharge, transfer, suspend and discipline employees; (2) determine the number of employees required to be employed, laid off or discharged; (3) determine the qualifications for employees; (4) determine the starting and quitting time and the reasonable hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees to or for occupations within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revising either processes or equipment; (10) determine work standards and the quality and quantity of work to be produced; (11) establish, expand, transfer and/or consolidate work and facilities; (12) transfer or sub-contract work; and (13) terminate or eliminate all or any part of its work or facilities.

The Association agrees, in recognition of management rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1: PURPOSE:

The purpose of this procedure is to secure at the lowest practicable level solutions to grievances which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.

The utilization of any Step of this grievance procedure by any person or the Association shall constitute a waiver by such person or the Association of his or her rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.

Section 2: DEFINITIONS:

- A. GRIEVANCE: a "grievance" is any claim that a provision of this Contract has been violated.
- B. IMMEDIATE SUPERVISOR: means the administrator to whom the employee is directly responsible.
- C. **WORKING DAYS: shall be defined as meaning Mondays through Fridays.**

Section 3: TIME LIMITS:

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the County's last answer. In the event that the County shall fail to supply the Association with its answer within the required time limits, the grievance shall be deemed automatically positioned for appeal at the next Step with the time limit for exercising said appeal commencing with the expiration of the County's time for answering.

Section 4: UNION STEWARDS:

The Association shall designate four (4) union stewards.

Union stewards shall be responsible to investigate and process grievances in such a manner so as not to cause workplace disruptions. Involvement of any other unit employee during work time shall require prior approval of the Sheriff or his designee.

Section 5: STEPS

Step 1: The grievant shall discuss the grievance with the immediate supervisor within twenty (20) working days from the date the grievant knew or should have known of the facts or circumstances giving rise to the dispute. The grievant may request the presence of a steward or Association representative at such meeting. The supervisor shall have fifteen (15) working days from the date of the

conference to answer the grievance. Failing a timely answer or resolution to the dispute, the grievant may move the matter to Step 2.

Step 2: If the grievance is not resolved at Step 1, or failing a timely answer by the supervisor, the employee shall have ten (10) working days in which to reduce the grievance to writing and submit same to the department head, who shall answer the grievance within ten (10) working days following receipt of the grievance.

Step 3: If the grievance is not settled at Step 2, the Association may submit the grievance to the **County's** Director of Human Resources within ten (10) working days of the reply from Step 2, or failing such reply, ten (10) working days from the last date such reply was due. The Human Resources Director **or his designee** shall reply within fifteen (15) working days. If the grievance is not resolved at Step 3, the Association may appeal the matter to arbitration as provided in Step 4 (Arbitration) below.

Step 4: Arbitration:

- A. If the Association is not satisfied with the answer at Step 3, **it** may submit the grievance to arbitration. In the event that **the Association** does not accept in whole or in part the decision of the Human Resources Director **or his designee**, the unresolved issues shall be submitted to an arbitrator within ten (10) working days for binding arbitration. The arbitrator shall be selected by the parties from a list of arbitrators provided by the New York State Public Employment Relations Board and shall be selected in accordance with the rules established by the Public Employment Relations Board for such purposes.
- B. The time of the arbitration hearing shall be mutually agreed upon by the parties and the arbitrator.
- C. The arbitrator's decision shall be final and binding on the parties and the employees.
- D. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Contract, or make any decision which requires the commission of an act prohibited by law or in violation of the terms of this Contract.

- E. One-half (1/2) of the fees and expenses of the arbitrator shall be paid by each party. All other expenses incidental to the arbitration, including the compensation of witnesses, must be paid by the party which incurred them.

ARTICLE VII

DISCHARGE AND DISCIPLINE

Should there be cause for disciplinary action or discharge of an employee covered by this Agreement, said employee, upon request, shall be granted a fair hearing, at which said employee if he or she chooses, may be represented by an Officer of the Association at which time the charge(s) against him or her shall be set forth.

When an employee is the subject of discipline the employer will serve the charges and specifications upon the employee as required by Section 75 of the New York State Civil Service Law and the employee shall have ten (10) working days to respond in writing to said charges and specifications. A copy of said charges and specifications shall be served upon the Association at the same time as the employee. The employee may elect to accept the discipline set forth in said charges and specifications or he or she may elect to have the matter heard before an arbitrator as set forth in **Section 5, Step 4 of Article VI, GRIEVANCE PROCEDURE, of this Agreement**. The decision of the arbitrator shall be final and binding.

ARTICLE VIII

SICK LEAVE

Section 1: POSTING OF SICK LEAVE

All absences (including tardiness) in any department must be noted for use in relation to the individual record and must be charged against the proper time credit reserves as indicated below.

Department heads will publicly post, on a monthly basis, a record of sick leave.

Section 2: SICK LEAVE GENERALLY:

Employees shall be allowed sick leave **credit** at the rate of one (1) working day (8 hours) per month, **which** shall be cumulative to 210 days (1,680 hours). After **this**

maximum **accumulation** is reached, **the employee shall not earn any additional sick leave credit except to restore** credit subsequently drawn for sick leave, thereby building up **the credit** to the 210 day (1,680 hour) maximum.

If an employee **has** reached the maximum **sick leave accrual of 210 days (1,680 hours)**, **any additional sick leave credit earned while at the maximum accumulation shall be added to the employee's compensatory time accrual, up to the maximum number of hours** established for compensatory time accrual, in Article XIII, section 16.

Calculations of sick leave shall be based on an annual period beginning January 1 of each year. The unit for computation of sick leave shall not be less than one-half (1/2) day. Credits cannot be earned for the period an employee is on leave of absence without pay or under disciplinary punishment involving the loss of work time or for employees who are on one-half (1/2) pay. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee.

For absence **due to personal illness to be** charged to accumulated sick leave, **the employee must report such absence at least** one (1) hour prior to the beginning of **his/her work day**, on the first working day of such absence, **and on any subsequent work days**. Absence for illness on Saturday shall not be charged to **accumulated sick leave** unless Saturday is designated as a workday for the employee.

Proof of illness: No **verification from a physician** is required for **illness** lasting up to four (4) days. In order to qualify for sick leave, proof of disability may be required to be provided by the employee that is satisfactory to the department head, for any illness lasting more than four (4) days. Presentation of a physician's verification in the proscribed form may be waived. Such certificate should be presented to the department head, in cases of protracted illness or disability, at the end of each month of continued absence. Abuse of sick leave privileges may be cause for disciplinary action.

In any case **where** a physician's verification of **illness or disability is required**, the employee **must present a statement from a physician** that the employee is **able** to return to work **prior to such return**.

Section 3: DENTAL OR MEDICAL VISITS

Employees may use accumulated sick leave credits in one (1) hour increments for medical or dental visits subject to the approval of the immediate supervisor.

Section 4: SICK LEAVE EXTENSION:

Extension after all credits used: At the discretion of the department head and approval of the Human Resources **Committee** permanent employees may also be granted sick leave with one-half (1/2) pay for three (3) months after two (2) years of County service after all sick days and vacation credits have been used. An additional period of three (3) months of leave at one-half (1/2) pay may be granted with the approval of the department head and Human Resources **Committee**. In special instances, sick leave with one-half (1/2) pay may be further extended with the approval of the department head and the Human Resources **Committee**. Leave, not exceeding eleven (11) months without pay may be granted in the case of employees who have served continuously for at least one (1) year in the County employment. No sick leave without pay in excess of eleven (11) months shall be granted unless the Human Resources **Committee** has obtained prior approval for such extension from the Niagara County Personnel Officer.

It will be necessary for the employee who is requesting additional sick leave to furnish to both the department head and the Human Resources **Committee** a documented medical certificate.

Transfer of Credits: **Sick leave credit** shall be transferred with the employee from one department to another.

Consideration is given to each employee's sick leave situation where a question of extended absence is involved. Proper steps are taken through existing means to adjust all such cases in the light of the particular facts surrounding them.

Section 5: SICK LEAVE INCENTIVE

Any full time employee may convert up to five (5) sick days to cash per calendar year based on the following conditions:

1. An employee will be entitled to cash in one (1) sick day per calendar quarter if no sick time has been used in said calendar quarter.

2. An employee will be entitled to cash one (1) additional sick day per calendar year if no sick time has been used for said year.
3. Said payments will be made at the end of each calendar quarter.
4. An employee wishing to convert sick time under this Section will be required to fill out departmental forms.

Section 6: SICK TIME BUYBACK UPON RETIREMENT

Employees retiring from County service shall be entitled to receive a payment for twenty-five percent (25%) of full unused accumulated sick days that the employee **has** at the time of his or her retirement, the remaining days will be credited toward the 41J benefit. **The amount of** such payment shall be based on **the employee's then** current daily rate, **pursuant to the applicable** salary schedule.

The above payments are based on receiving credit for all accumulated sick leave days over and above the current credit for the maximum allowable number of accumulated sick leave days allowed under Section 41J of the New York State Retirement Law.

ARTICLE IX

LEAVES OF ABSENCES

SECTION 1: LEAVE FOR DEATH IN FAMILY

A leave of absence with full pay shall be granted to an employee who is necessarily absent from duty because of the death of a member of his or her immediate family. Immediate family **shall be defined as** spouse, mother, father, sister, brother, children, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, father or mother-in-law or any person occupying the position of a parent of the employee or of his/her spouse. **The duration of such leave** shall not exceed four (4) consecutive days from the date of occurrence. In the event of the death of an aunt or uncle, spouse's grandparent, employee's niece or nephew, the employee shall be granted one (1) day off to attend the funeral. The funeral must be attended in order to receive full pay for such absence.

If special circumstances arise (for example: death out-of-state, delayed funeral arrangements, delayed travel arrangement or other documented, individualized needs), the four (4) day period may be adjusted by the County Human Resources

Department to meet **the** individualized, documented and reasonable needs of the employee for **leave under this Section.**

Section 2: LEAVE DUE TO INJURY OR DISEASE INCURRED IN THE PERFORMANCE OF DUTY

Any employee who is necessarily absent from duty because of occupational injury or disease, as defined in the Workers' Compensation Law, may, pending adjudication of his/her case while his or her disability renders him or her unable to perform the duties of his or her position, be granted leave with full pay for a period not to exceed six (6) months on approval of the appointing authority, after full consideration of all facts involved. Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such discretionary six (6) month leave with pay. Should the disability persist beyond this period, plus accumulated sick leave credits and other time credits, such employee may be placed on leave without pay for a further period not to exceed eleven (11) months. When such employee has been awarded compensation by the Workers' Compensation Board for the period of his or her leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon his or her return to active duty, such employee shall be reccredited with that proportion of earned credits consumed during the period of his or her absence, which the amount of his or her Workers' Compensation award covering the period of earned sick leave and other time credits consumed and credited to the County, bears to the amount of salary he or she received during the period that sick leave and other time credits were consumed.

All lump sum payments and/or awards, to which the employee is entitled by law for injury or disability, shall be retained by the employee.

The employee must use his or her accrued sick leave days during the disability. However such sick leave days shall be prorated upon receiving compensation payment and the balance of any sick leave credits shall be returned to the employee. The employee who exhausts his or her sick leave during such disability will be continued at full pay for the remainder of the six (6) month period.

Thereafter, the employee shall be allowed leaves(s) in accordance with the other provisions provided in this subdivision and/or this Article.

Section 3: MATERNITY LEAVE

Maternity leave shall be granted as governed by appropriate federal, state or local law.

Section 4: ADOPTIVE LEAVE

The employer shall grant an employee a leave of absence without pay upon request by such employee for the purpose of caring for an adoptive child. Such leave shall commence on the date of adoption and the request for such leave must be submitted **no later than** five (5) working days in advance whenever possible. The employee shall provide the department head with a copy of the notice of adoption and shall provide the department head with a written statement of the duration of his or her leave. The employer shall grant a leave for a period not to exceed six (6) months. An extension beyond the six (6) months may be requested if necessary and such request will not be unreasonably denied. No leave under this Section shall exceed a total of twelve (12) months.

Section 5: MILITARY LEAVE

Military Leave will be granted according to the laws of the State of New York and the United States.

Section 6: LEAVE FOR SERVICE IN EXEMPT, NON-COMPETITIVE, UNCLASSIFIED SERVICE

An employee holding a position in the competitive class on a permanent basis, for at least one (1) year, **and** who is appointed to serve in a County position which is in the exempt class, non-competitive class or in the unclassified service, **as defined by the Civil Service Law of the State**, may in the discretion of the appointing authority, **be** granted a leave without pay during such **appointment**, for **up to** one (1) year. Such leave of absence may, at the discretion of the appointing authority and with the approval of the Niagara County Personnel Officer, be renewed for such person to return to his or her position in the competitive class between successive leaves, provided however, that no such leave of absence without pay shall extend beyond four (4) years from the date such officer or employee left his competitive position.

Any employee who leaves the County service without an approved leave of absence shall lose all service and seniority rights.

All leaves of absence and subsequent reinstatements shall be governed by the rules adopted from time to time by the Niagara County Personnel Officer.

Section 7: PERSONAL BUSINESS LEAVE

A full-time employee is entitled to three (3) days personal business leave **annually**, subject to the following conditions:

1. Personal business leave shall be deemed to mean a personal leave day to conduct personal business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.
2. Written request, giving the reason for such shall be made to the department head **or designee** at least three (3) days prior to the day of leave, except in case of an emergency.
3. Personal **business** leave shall not apply on the day before and the day after a holiday.
4. Approval of the use of personal business leave may be denied when the number of personal **business** leave requests falling in any one day endangers the proper functioning of the department.
5. An employee is not eligible for personal business leave until after the completion of his/her probationary period.
6. **Eligible employees may use personal business leave in one (1) hour increments, in accordance with the provisions of this Section; and**
7. Any personal business leave not used in a calendar year shall be added to the employee's accumulated leave credits.

Section 8: LEAVE FOR TIME OFF FOR STUDY OR EXAMINATIONS, OR OTHER EDUCATIONAL PURPOSES

An employee having served continuously for at least five (5) years may be eligible for **such a** leave of absence. Leave for study or examinations may be granted without pay, part pay or full pay in special cases and is determined on the individual factors affecting the request. Approval may be granted at the discretion of the department head and the Human Resources Director.

Bargaining unit members may be granted two (2) hours off per week to attend school under the following conditions:

1. The course must be directly related to the work of the Department and increase the usefulness of the employee to the Department;
2. It must be a course that is not available after working hours;
3. The work of the **unit** makes it possible for the employee to be absent for the amount of time; and
4. It must be a course offered by a recognized college, university or school.

Section 9: LEAVES FOR OTHER REASONS

Leaves of absence without pay for reasons not covered in **this Article** may be granted under the provisions of Niagara County Civil Service Rules by the department head to permanent employees under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months without approval of the Niagara County Personnel Officer.

Section 10: UNION LEAVE

The **Local** officers (i.e. President, Vice President, Secretary and Treasurer) or their designees may be authorized, in the aggregate, to take a maximum of forty (40) working days annually for attending **union** business. The aggregation of forty (40) days may be divided among the above-mentioned officers at their discretion. A request for **such** release time shall not be unreasonably denied. Such time shall not be considered as lost time or a break in service. Reasonable notice of requests for release time shall be given to **the** department head of **each** employee involved. Days shall not accumulate yearly. The **Local** president shall designate any such designees in writing to the **Department**. In the event additional days, over the maximum of forty (40) days set forth above are used, the Association agrees to reimburse the County for all costs and expenses incurred.

Section 11: CIVIL SERVICE LAW REQUIREMENTS

Any leaves not covered in this Article shall be governed by applicable law or the rules of the Niagara County Civil Service.

Section 12: RESIDENCY REQUIREMENTS

Employees whose positions are in the competitive class of Civil Service are required to live within the County of Niagara. Under exceptional circumstances and only with the approval of the Human Resources Committee, the Niagara County Personnel Officer and the Niagara County Legislature, may residency be allowed outside the County of Niagara.

Section 13: Jury Duty

The provisions of this Section are designed to provide the Department with safeguards and a procedure with respect to the situation of personnel being summoned and required to appear for jury duty, taking into account the safety and security of such individuals, co-workers and the public.

If a member of the bargaining unit is summoned by the Commissioner of Jurors and required to appear for jury duty, including Grand Jury, the member must notify his/her immediate supervisor, or other appropriate supervisor, immediately. Immediately shall be defined to mean within thirty (30) minutes of the member learning of such. The employee shall provide his/her supervisor with proof of actual jury duty attendance which shall be attached to the relevant timesheet.

A member of the bargaining unit who is summoned and required to appear for jury duty, including Grand Jury, and actually appears and is excused from such duty after appearing, before six (6) hours has elapsed, must make up the remaining hours between the time excused from jury duty and the end of the shift. This may be done in one of the following ways, at the option of the employee and with the consent of the Department:

- a. reporting for duty on the day involved;
- b. in the form of a payback on a future RDO
- c. by the use of any accumulated compensatory time for the amount of hours remaining on the shift.

A member of the bargaining unit who is summoned and required to appear for jury duty, including Grand Jury service, and actually appears and is excused from such duty after six (6) or more hours has elapsed, shall be treated as having worked the entire shift on the day involved.

The foregoing shall apply to all bargaining unit members regardless of shift assigned. However, with respect to personnel assigned to the midnight shift, the individual shall have the option of being off the midnight shift preceding the day of jury duty or the midnight shift following the day of jury duty.

None of the foregoing shall be applicable to those situations in which a member of the bargaining unit shall volunteer for jury duty.

ARTICLE X

WORK WEEK

Section 1: All tours of duty will be determined according to current practices. The standard workweek shall be forty-one and **one** quarter (41.25) hours per week **which shall include appropriate briefing time as set forth in Article XIII, Section 7.**

Section 2: Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as Police Officers, including any duties connected with: (a) prevention and detection of crime; (b) enforcement of laws and ordinances; (c) protection of life and property; (d) arrest of violators of the law; (e) direction of traffic; (f) regulation of non-criminal behavior of the citizenry; (g) penal facilities; **or (h) security.**

Section 3: Employees assigned to road Patrol shall work straight shifts based upon a four on and two off rotation. Employees assigned to Road Patrol will be required to work fourteen (14) payback days per year. **The number of payback days shall be reduced by four (4) in 2003, by an additional three (3) in 2004 and by an additional three (3) in 2005.** These days will be paid back in an eight and one-quarter increment on a day off or in a four hour increment on a workday. Compensatory time will not be used to cover scheduled paybacks. Compensatory time may be used to cover non-scheduled days. Paybacks in lieu of overtime is not allowed (i.e. if an employee works eight hours on a normal shift, a four hour or eight hour payback is not considered overtime). In the event of a special assignment or manpower shortage, the employee can use his or her non-scheduled payback time. **All payback days shall be scheduled by the supervisor. There shall be a corresponding change in the number of such E days for those employees eligible for such, in each of the years 2003, 2004 and 2005, scheduling to be subject to the approval of the supervisor.** The normal workday shall consist of eight and one quarter (8.25) hours, **including**

appropriate briefing time as set forth in Article XIII, Section 7. The hours of work for Road Patrol shall be as follows:

Day shift - 0745 hrs to 1600 hrs
Afternoon shift - 1545 hrs to 2400 hrs
Midnight shift - 1145 hrs to 0800 hrs

Effective January 15, 2003, the hours of the various shifts shall begin and end one (1) hour earlier then set forth above. In the event problems develop as a result of the change of hours for Road Patrol, the parties agree to meet and discuss such before a return to the hours of work for each shift as set forth for 2002.

The foregoing hours of work for road patrol shall not be applicable to those situations in which the Department enters into a contractual relationship with a municipality for law enforcement services.

Each shift will consist of three squads or platoons. Captains will determine individual shift squad placement and zone assignments. Assignments to a shift in Road Patrol shall be based upon the following procedure:

- 1. Seniority, for this shift bidding process, will be based on the officer's date of appointment to Deputy Sheriff/Police Officer. In the event more than one officer has the same date of appointment, ranking on the appropriate Civil Service List shall determine.**
2. Deputies and Officers seniority will not change with approved unpaid leave.
3. Supervisors shall bid for shift assignment based upon their time in rank.

On the first day of November of each year, bid forms will be distributed to all Deputies, Officers and Supervisors who are assigned to Road Patrol. The bid form will allow each Deputy, Officer and Supervisor to indicate his or her priority of selection of a preferred shift. Prior to the first day of December, the form shall be completed by the employee and witnessed by a commanding officer and returned to the Sheriff or his designee. The Sheriff or his designee shall establish the shift assignments for the upcoming year by the 15th day of December and post these new shift assignments.

New shift assignments will take effect 0001 hrs on the 15th day of January.

The hours of work for Captains and Sergeants shall be as follows:

Day Shift-starting time range of between 0745 and 0830 hours and extending 8.25 hours

Afternoon Shift - starting time range of between 1545 and 1630 hours and extending 8.25 hours.

Midnight Shift- starting time range of between 2345 and 0030 hours and extending 8.25 hours.

Effective January 15, 2003, the above hours for Captains and Sergeants shall begin one hour earlier than the times set forth above, and shall continue thereafter to be the same as for the Road Patrol.

Daily assignments, for the above hours, will be made by the shift Captain, but only when more than one (1) supervisor is scheduled for that shift. Only one (1) Sergeant or one (1) Captain will be scheduled for the above referenced hours per shift.

ARTICLE XI

HOLIDAYS

Section 1:

The following are legal holidays and will be observed in all departments. If any of the following holidays fall on a Sunday, the next day thereafter shall be observed. If any of the following holidays fall on a Saturday, they shall be observed the previous Friday.

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day
President's Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday
Employee's Birthday	

The Birthday holiday is to be taken no earlier than fourteen (14) days before, nor later than fourteen (14) days after the actual birthday.

Section 2:

If an employee is required to work a holiday or work the day on which a holiday is celebrated, the employee may elect to receive either time and one-half the hourly rate plus one compensatory day off or double time and one-half the hourly rate and no compensatory day off.

The employee shall notify the supervisor in writing which option the employee has selected prior to the occurrence of the particular holiday.

If an employee works both the actual holiday and the day on which it is celebrated, the employee will only be paid one of the days as set forth above.

Section 3:

If two (2) holidays fall on the same day, the employee shall select another day off with pay in lieu of the holiday not celebrated on the day on which the two holidays fall.

Section 4:

An employee shall be allowed to take his or her paid Floating Holiday in accordance with present practice. If an employee who works a normal schedule is required to work on the day on which a holiday is celebrated, he or she shall receive either time and one-half the hourly rate plus one (1) compensatory day off or double time and one-half the hourly rate and no compensatory day off. This also applies to employees who work schedules other than Monday through Friday, with the exception of New Year's Day, Independence Day, Christmas Eve and Christmas Day. These four holidays will be celebrated on the day of the actual holiday and employees shall receive either time and one-half the hourly rate plus one (1) compensatory day off or double time and one-half the hourly rate and no compensatory day off.

ARTICLE XII

VACATIONS

All employees will be granted annual **vacation** with pay per the following. Continuous service shall be necessary.

Section 1:

Completion of 1 year - 10 working days

Completion of 5 years - 15 working days

Completion of 8 years - 17 working days

Completion of 14 years - 20 working days

In 2003, an employee after completion of twenty (20) years shall receive 22 working days. This shall increase by one (1) day in 2004 and an additional two (2) days in 2005.

Section 2:

All vacations must be earned and earned vacation may be taken by the employee at a time convenient to the department with the approval of the department head.

Section 3:

Vacations must be taken in the calendar year in which they are due. Vacation time will not be cumulative. Any exception must be approved by the department head.

Section 4:

Vacation credits shall be used prior to transfer if practicable. The department, agency or institution **of the County**, to which an employee is transferred shall credit him or her with all of his or her accumulated vacation credits not used prior to transfer.

Section 5:

No vacation will accumulate **or be earned** if an employee is absent, on leave without pay or under a disciplinary punishment involving loss of work time.

Section 6:

Upon separation from County service, any unused vacation shall be paid at the **then current basic rate of pay** of the position.

Section 7:

In addition to **previously accrued vacation**, if an employee leaves County service during the course of a year **due** to retirement or resignation, **the employee** shall receive vacation credit of one (1) day for each month completed and worked during the year, not to exceed a **total of ten (10) days if the employee has less than ten (10) years of service and not to exceed a total of eleven (11) days if the employee has more than ten (10) years of service**. This **shall** not apply to an employee with less than one (1) year of service or to a discharged employee. An employee discharged shall **not** receive vacation credit for the year in which the discharge occurs **however the discharged employee shall receive payment of previously accrued and unused vacation**.

ARTICLE XIII

COMPENSATION PLAN

Section 1: SALARY

Effective January 1, 2002, the wage schedule for the bargaining unit titles shall be as set forth in Appendix A to this Agreement. Effective January 1, 2003, the wage schedule for the bargaining unit titles shall be as set forth in Appendix B to this Agreement. Effective January 1, 2004, the wage schedule for the bargaining unit titles shall be as set forth in Appendix C to this Agreement. Effective January 1, 2005, the wage schedule for the bargaining unit titles shall be as set forth in Appendix D to this Agreement.

Section 2: PROMOTIONS

When an employee is promoted to a position in a higher class, the salary shall be increased to the minimum rate for the higher class. If an employee is promoted to a position in a higher grade, the minimum salary which is equal to or lower than the rate of compensation then received by such employee upon such promotion,

shall be paid the salary which corresponds to the next higher step within the salary range to which the employee has been promoted, provided it is not less than \$500.00.

Advancement in County service shall be by promotional examination or such other regulations as the Niagara County Personnel Officer shall prescribe.

All new positions created must be approved and salaries set by the Human Resources Committee with the approval of the Legislature.

Section 3: DEMOTIONS

When an employee is demoted to a lower class position, he/she shall be paid at the rate which is within the approved range for the lower class position. The rate of pay shall be set by the Human Resources Committee and approved by the Niagara County Legislature.

Section 4: ALLOCATION DOWNWARD

When an employee's position is reallocated to a lower class position, the employee shall be permitted to continue at his or her present rate of pay during the period of incumbency (except in the event of general service-wide reduction) but shall not be entitled to a salary increase.

Section 5: TRANSFERS

There shall be no immediate change in the salary rate of an employee who is transferred unless his or her salary is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher salary than the class from which he or she was transferred, such change shall be deemed a promotion and the provisions governing promotions shall apply. If an employee is transferred to a position in a class, the salary range of which has a maximum that is lower than the minimum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

Section 6: JOB PARITY-WORKING IN A HIGHER POSITION

In the event an employee is directed by the Sheriff to work in and assume the responsibility in a position which calls for a higher job group or job class, the employee shall receive the higher rate of pay called for in the assigned position. Such parity will be paid in full day increments. The department head will maintain a record of such assignments which shall be open to inspection by the employee or by the Association.

Section 7 BRIEFING TIME

All members of the bargaining unit shall be paid for fifteen (15) minutes briefing time each day actually worked. Such compensation (15 minutes) shall be paid at a rate of one and one-half times the employee's hourly rate. **The total amount of such payment for a year will be paid in a separate check on the first payday in each December.**

Section 8: COURT TIME

Employees required to appear at court hearings, grand Jury hearing or Motor Vehicle **Department** hearings, outside of their regularly scheduled hours, shall be paid time and one-half his or her regular rate of pay with a minimum guarantee of two and one-half (2 1/2) hours (3.75 hours worth of pay).

Section 9: SHIFT DIFFERENTIAL

Effective upon final ratification of this successor Agreement, shift differential for the second and third shifts shall be 2% of the base hourly rate as set forth in the salary schedules, or forty-five cents (\$.45), whichever is greater. Shift differential shall be paid to employees regularly assigned to those shifts.

Section 10: MILEAGE

All reasonable mileage traveled by employees using personal vehicles in the course of official County business shall be governed by the Niagara County Travel Policy.

Payments made to employees under this Section shall be for all expenses incurred by the employees in the use of their personal **vehicle** in the official business of Niagara County.

No allowance shall be claimed for travel from or to the abode of the employee or to or from the place of work, except that when an employee is assigned to a first call from his or her home or to a last call from which he or she is to proceed home, the employee shall be allowed actual mileage from the first call and to the last call.

Section 11: TERMINATION

Upon termination of service for reasons of retirement, resignation or death, the employee shall be compensated for any unused vacation accumulated to the date of termination. A discharged employee shall receive no benefits upon termination of employment except as allowed by other provisions of this Agreement.

Section 12: REINSTATED EMPLOYEES

A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which he or she is reinstated.

Section 13: FIELD OFFICER TRAINING PAY

Employees who are assigned to perform field training duties shall receive one (1) hour pay for each day on which said duties are performed, at the rate of time and one-half the employee's regular rate of pay. Said duties **shall** include the training and/or supervision of new **bargaining unit** employees **only**.

Section 14: CALL-IN PAY

An employee who is called into work for any reason outside of his or her regularly scheduled work hours shall be guaranteed at least two (2) hours of call-in pay, starting from the time of the call, at the rate of time and one-half of his or her regular rate of pay.

Section 15: PERSONAL PROPERTY DAMAGE

The County agrees to replace or repair any article of personal property of an employee that is damaged or destroyed as a result of an incident related to such employee carrying out the duties of his or her job. To be eligible the following conditions must be met: (1) the item of personal property must be reasonably required for the job; (2) the employee must first exhaust payment from collateral sources such as homeowners insurance; and (3) the maximum reimbursement per item/per incident is \$150.

Section 16: COMPENSATORY TIME

Each employee shall be allowed to accrue compensatory time in lieu of overtime payment provided, however, no employee may accrue more than one hundred twenty (120) hours of compensatory time. **Effective upon final ratification of this Agreement, the maximum number of compensatory time accrual shall increase to one hundred eighty hours, which shall be the maximum number of such hours that can be accrued through December 31, 2003. This maximum number of compensatory time accrual hours shall be increased by thirty (30) hours in each of the years 2004 and 2005.**

A compensatory day off may be taken at any time if the employee notifies his or her supervisor within forty-eight (48) hours **prior to the desired time off.** Approval of the request for time off may be denied when it endangers the proper functioning of the Department.

Each employee, if eligible, may receive cash payment for **up to the maximum number of compensatory time accrual** at the time of permanent separation from County employment. Payment shall be calculated at the employee's rate of pay in effect at the time of permanent separation from employment.

Section 17:

The County shall pay to the estate of a deceased employee the monetary equivalent of the employee's earned and unused vacation time, compensatory time in accordance with Section 16 herein, and any other accrued time earned prior to the death of the employee and unpaid, that an employee voluntarily leaving the employ of the Department would be entitled to.

ARTICLE XIV

OVERTIME ASSIGNMENTS

Payment at the rate of time and one-half will be made to employees for all hours worked in excess of forty-one and a quarter (41.25) hours per week. Each employee shall have the option of taking compensatory time in lieu of overtime payment. Each employee shall be allowed to accrue compensatory time provided however, no employee may accrue more than **the maximum number of hours allowed for such pursuant to Article XIII, section 16.**

Regular overtime assignments shall be determined in a fair and equitable manner using employee seniority as a means of offering overtime and using employee seniority in scheduling mandatory overtime. The Sheriff may schedule special overtime assignments at his discretion.

Overtime shall be distributed as equally as possible among qualified employees. When overtime is necessary, the opportunity to work shall be offered to the qualified employee who has the least number of overtime hours to his or her credit at that time. If the employee refuses the assignment, the qualified employee with the next fewest number of overtime hours to their credit shall be offered the assignment. Employees who refuse overtime shall be placed at the bottom of the overtime list as if they had worked the overtime hours with the notation "REFUSED" following their names. This procedure shall not apply to emergency situations or to employees who are selected for special assignment overtime as directed by the Sheriff.

ARTICLE XV

INCREMENTS

Except for longevity as set forth in Article XVI, annual increases are not mandatory, but each employee shall be entitled to one (1) increment, up to the maximum for the particular position, provided that the increment is recommended by the department head. Employees appointed prior to the first day of July shall be eligible to receive an increment on the following first day of January. All others must spend a full calendar year in service before being eligible for the increment. Notwithstanding the foregoing, a newly hired deputy will remain in Step One of the salary schedule until he or she has successfully completed the police academy and then he or she will be placed in Step Two of the salary schedule. The employee will be eligible for future incremental increases on their anniversary date of graduation from the Academy. A newly hired deputy that has previously completed a Division of Criminal Justice Services/Bureau for Municipal Police approved basic course for police or a current County employee shall be started at least at Step Two of the salary schedule, at the discretion of the Sheriff. All increments must be approved by the Human Resources Committee and reported to the Niagara County Personnel Officer.

An employee on leave of absence without pay, in order to be eligible for consideration for a specific increment increase in salary, must have worked a minimum of six (6) months of any calendar year.

These salary increases must be earned, and in making any recommendations, the department head will consider the employee's attitude towards the job as reflected by his or her work habits, the quality of work, cooperativeness, initiative, desire to learn, attendance and use of good judgment.

ARTICLE XVI

LONGEVITY

Section 1:

Longevity increments are as reflected in steps 10, 14, 20, 25 and 30 of the salary schedules attached to this Agreement.

Section 2:

An employee shall be advanced to his or her longevity step of the salary schedule on the first day of January of each year, following the completion of the years of continuous satisfactory employment with Niagara County, **or upon the anniversary date of completion of training as set forth in Article XV, as applicable.**

Section 3:

An employee with previous County service who has been rehired after January 1, 1970 shall not receive credit for such prior service for purposes of this provision.

ARTICLE XVII

HEALTH AND MEDICAL INSURANCE

The County shall provide all eligible permanent employees with health insurance as set forth in this Article.

The County will provide "traditional" indemnity coverage through the Niagara County Health Plan, as set forth in the Summary Plan Description (SPD) No. 501, as revised January 1, 2000, and as further amended with respect to, and as applicable to the bargaining unit. In the event other coverage is mandated by the State of New York, applicable to the County, such other coverage will also be provided. In the event other coverage is mandated by the State of New York, not applicable to the County, the parties will negotiate whether such coverage is to be provided. Highlights of this Plan include:

Voluntary second surgical opinion

Concurrent utilization review and discharge planning

Case management (medical, alcohol, drug and psychiatric)

Pre-certification for non-emergency hospitalizations, substance abuse, mental disorder treatment, skilled nursing facility stay, home health care and 72 hour emergency hospitalizations

Eligible dependent coverage to age 23

Medical claim review

Major medical (\$50 deductible single, \$100 deductible family)

Psychiatric

Prescription drug with contraceptive (generic \$5 copay, brand name \$10 copay)

Chiropractic (15 visits per calendar year)

NOTE: Elective cosmetic surgery, other than medically necessary, is deleted from coverage.

The County will also offer Community Blue II Choice Plan A+ including a prescription manager co-pay of \$7.00. It is understood and agreed to by the parties that whether a certain benefit currently provided by the HMO continues to be part of its plan is beyond the control of the County. However, the County will ensure that the prescription co-pay of the HMO will be provided for the duration of this Agreement. Given the uncertainty of the

market involving HMOs and health insurance in general, the parties agree that during the duration of this Agreement, if necessary, to meet and to agree upon issues and/or changes that may arise with respect to benefits, provider and carriers.

The County may change from the self-insured plan set forth herein to a comparable traditional plan offered by a duly licensed or authorized health insurance carrier provided the benefits are at least equal to those provided by the self-insured plan, with the agreement of the Union.

The County may change the third party administrator of the self-insured Plan, from time to time, upon written notice to the Union.

The County may elect to amend the coverage provided by an HMO plan to include a deductible or a greater deductible. In the event of such, the difference in the amount of such greater deductible will be self-insured by the County. Any employee incurring any portion or the entire amount of such deductible or greater deductible will be reimbursed by the County upon presentation to it of proof of such deductible being paid. A copy of such applicable bill shall satisfy as such proof. The employee may delete from any bill or other proof submitted, any reference to diagnosis, treatment or prognosis.

Section 2: Eligibility

Full-time employees become eligible for health and medical insurance coverage on the first day of the month following thirty (30) days after beginning employment in the bargaining unit unless the full-time employee is a current County employee at the time of beginning such employment and receives health insurance from the County in the prior position.

The County agrees to pay the provider of health insurance as amount as set forth in this Article, subject to the employee contribution set forth below. In the event a health maintenance organization coverage costs exceeds the cost of the Niagara County self-insured plan, the excess of such cost shall be paid by the employee.

In the event an employee/family is covered elsewhere by a spouse under a medical insurance plan other than the County's, that employee/family shall not be considered as being eligible for coverage under any of the County provided plans. If, at some later time, an employee/family ceases to be covered under the alternate

medical insurance, through no fault of the employee or the employee's spouse, the employee/family may be considered as being eligible for coverage by one of the County's plans. The County shall, under no circumstance, be required to provide medical insurance coverage to an employee/family covered elsewhere. No double coverage will be allowed.

Section 3: Employee Contribution

Bargaining unit employees as of September 1, 2002 shall continue with the contribution option each has previously selected or applicable, pursuant to previous agreements between the County, the Sheriff and the Union.

Employees who become members of the bargaining unit after September 1, 2002 shall pay and contribute a portion of their health insurance cost as follows: all eligible employees will contribute one hundred percent (100%) of their health insurance cost for the first thirty (30) days of employment, after serving a thirty (30) day waiting period, then fifty percent (50%) for the next five (5) months of employment and ten percent (10%) thereafter if the employee chooses coverage other than the County's self-insured plan or equivalent. If the employee chooses coverage under the County's self-insured plan or equivalent, the employee shall contribute one hundred percent (100%) for the first thirty (30) days of employment after serving a thirty (30) day waiting period, then fifty percent (50%) for the next five (5) months of employment and ten percent (10%) thereafter, plus the difference between the most expensive HMO offered the bargaining unit and the premium or premium equivalent of the County's self-insured plan or equivalent.

The employee shall execute the necessary documents to allow for payroll deduction of the dollar amount of the employee's contribution, on an equal bi-weekly basis, pre-tax if allowable.

Section 4: Retirees

Upon retirement, an employee shall be eligible to continue the health insurance coverage provided prior to retirement, as necessary. Continuous full-time County service is required. Retirement shall be defined as retirement under the New York State Retirement System. A retiree under Retirement Plans 552 and 553 or Section 75G will sign a waiver of insurance if he or she obtains health insurance of equal coverage from another source.

COUNTY SERVICE	EMPLOYEE SHARE	COUNTY SHARE
Less than 10 years of service	100%	0%
10 years, but less than 15 years	50%	50%
15 years, but less than 20 years	25%	75%
20 years or over	0%	100%

Retirees and/or a spouse or surviving spouse must apply for and maintain Medicare parts A and B coverage when eligible, for coverage under any of the County's plans to continue. The County will indemnify the retired employee for the cost of Medicare Part B coverage.

Section 5: Dispute Adjudication Committee

A Dispute Adjudication Committee composed of one (1) representative selected by the County at its expense, one (1) representative selected by the Union at its expense, and one (1) neutral selected by both representatives with any expense shared equally by the County and the Union, will address employee claim disputes arising from the Niagara County Health Plan (the self-insured plan). The County and the Union agree that the following procedure will be used by participating employees in instances where a processed claim is disputed or questions of duplicate coverage arise, limited to the following:

That the dollar amount paid on the claim by the Plan is not in conformance with established fee schedules, diagnostic related groups (DRGs), network established fees and/or usual and customary charges.

That the rejection of the claim by the Plan as a non-covered service is incorrect.

Section 6: Dispute Adjudication

The Dispute Adjudication procedure is as follows:

Notice of a disputed claim or duplicate claim denial must be made within thirty (30) days from the date the participating employee receives a processed claim by submitting a claim dispute form to the Risk Management

Department. Within twenty (20) days, the Risk Management Department shall review the claim and render its written response to the employee.

In the event the dispute remains unresolved, the employee must submit the notice of appeal form enclosed with the response to the Risk Management Department within twenty (20) days from the date the employee received the response from Risk Management Department.

The Dispute Adjudication Committee shall meet monthly or at other times as may be determined appropriate by the Committee to review and render a final written decision of claim appeals made under the above paragraph, within ten (10) days from the date of its review. The Committee shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Plan, this Article, or any amendment or supplement thereto.

Section 7: Advisory Committee

An Advisory Committee of one (1) representative from each union representing County employees, the Human Resources Director, and the Risk Manager shall meet when needed to review the operation of the self-insured Plan and to issue recommendations concerning future benefits. This Committee is advisory in nature only.

Section 8: Extension of Benefits

The County shall continue health insurance benefits for a period of up to three (3) years for the benefit of a surviving spouse and/or dependent children of any member of the bargaining unit that is killed in the line of duty, as long as the spouse does not remarry. The continuation of such benefits shall be upon the same terms and conditions, including contribution, as set forth in this Article as were applicable to the deceased unit member.

The County shall continue health insurance benefits for a period of up to three (3) years for the benefit of a surviving spouse and/or dependent children of any member of the bargaining unit that dies under any circumstances, other than line of duty. To be eligible for this benefit, the employee must have had at least ten (10) years of service in the bargaining unit and the spouse does not remarry. The continuation of such benefits shall be upon the same terms and conditions, including contribution, as set forth in this Article as were

applicable to the deceased unit member. The coverage must be the most inexpensive available option.

Section 9: Extension of Benefits

In the event both spouses are employed by the County, the County will provide and contribute for one family plan, or if allowed, two (2) single plans, if appropriate.

All employees not covered by the above paragraph of this Section and who are eligible for health insurance coverage through another source may apply for and receive a health insurance waiver pursuant to the following provisions:

A maximum health insurance waiver of \$300 for a full year waiver of single coverage, or \$750 for a full year waiver of family coverage shall be extended to members of the bargaining unit who are otherwise eligible for coverage provided by the County. The amounts shall be determined by applying the County's contribution rate for the employee to the appropriate maximum waiver amount noted. Payments shall be made in two equal installments in June and December following each six months of waived insurance. (See: Appendix A, Health Insurance Waiver Agreement).

Upon submission of proper and appropriate proof, an employee receiving the health insurance waiver is entitled to enter or re-enter the County program, under the terms, conditions and contribution rates applicable under this Article, in the event the employee's other such coverage is no longer available, without the fault of the employee or spouse.

Section 10: Other

When an active employee turns sixty-five (65) years of age, they must choose between Medicare and their then current health insurance coverage as their primary health insurance. The County cannot provide any type of supplemental "over 65" coverage (re. Federal Tax and Responsibility Act, TEFRA, of 1982).

ARTICLE XVIII

RETIREMENT POLICIES

The County agrees to provide New York State Retirement Plans 552 (20 year retirement plan) and 553 (additional 1/60th for service after 20 years) for all eligible employees. The County shall provide the twenty-five (25) year plan, Section 75-G with Riders 41-J and 60-B, in accordance with the Retirement and Social Security Law.

ARTICLE XIX

SAFETY

The County shall continue to make reasonable and necessary provisions for the safety and health of its employees during their hours of employment. All employees covered by this Contract shall cooperate in the implementation of all such reasonable and necessary safety and health provisions. It is recognized as being the mutual obligation of the County and the Association to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices, and jointly to assist in the prevention of accidents.

ARTICLE XX

IN-SERVICE TRAINING OR SCHOOLING

Each employee covered by this Contract may be eligible to receive up to six (6) hours per month or a total of twenty-four (24) hours per year for in-service training or schooling as assigned or required by the Sheriff.

Payment for in-service training or schooling shall be paid as a part of the employee's bi-weekly salary which will be added to the employee's annual salary as set forth in the salary schedule contained in the Appendix of this Contract. **In the event an employee has not completed the twenty-four (24) hours of in-service training or schooling, the amount of payment shall be prorated based upon the number of hours completed.**

Each employee agrees to participate in a mandatory twenty-four (24) hours of training or schooling. The Sheriff or his designee will schedule such and will provide opportunities for employees to meet the mandatory level-hours of training

or schooling. Should an employee be required by the Sheriff or his designee to exceed the twenty-four (24) hours of mandatory training **or schooling**, such employee shall be compensated at time and one-half his hourly rate. If an employee fails to complete the **twenty-four** (24) hours of mandatory training, the employer will withhold the amount of pay equivalent to the amount of training not completed. For the purpose of this provision, in-service training or schooling shall be defined as training or schooling conducted within Niagara County by the Niagara County Sheriff's Department **or as otherwise designated by the Department.**

ARTICLE XXI

UNIFORM MAINTENANCE ALLOWANCE

All employees shall receive a \$400 uniform maintenance allowance, payable in **advance** in each January. Employees in the following job titles shall receive an additional sum of \$300 annually in each January:

Inspector-Chief of Investigation
Chief Chemist
Investigator Chief
Chief-Deputy Sheriff Civil
Criminal Investigator
Chemist
Captain-Training Academy
Deputy Sheriff-non-uniform

If an employee retires, resigns or terminates employment for any reason, the uniform maintenance allowance shall be prorated for the months of the calendar year that the employment stopped and a final adjustment shall be made in the employee's final pay check. **The additional uniform maintenance allowance shall also be prorated and any adjustment made if for any reason, any of the employees in any of the above listed job titles becomes reassigned or transferred to a uniformed position.**

ARTICLE XXII

FEDERAL-STATE FUNDING

In the event a program or project is funded either by federal or state funds, and such funds are eliminated or terminated by the funding agent, there shall be no liability on the part of the County to continue such programs or projects beyond the funding period.

In this case, employees employed under such programs or projects may be eliminated or abolished by the County without consideration of the Layoff or Recall procedure nor shall it be considered as a violation of any rights under this Agreement.

ARTICLE XXIII

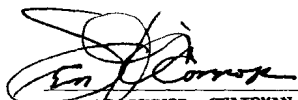
NIAGARA COUNTY CODE OF ETHICS

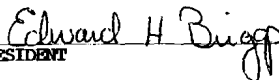
All employees are subject to the provisions of the Niagara County Code of Ethics, as revised. This recognition in no way is to be construed as a waiver of individual or union rights pursuant to this Agreement and/or any applicable statute, code, rule or regulation.

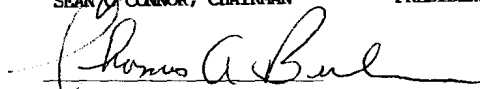
IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, 2003

THE COUNTY OF NIAGARA

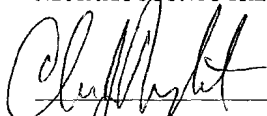
PACE LOCAL UNION 1-2001 SHERIFF'S
DEPARTMENT POLICE BENEVOLENT
ASSOCIATION

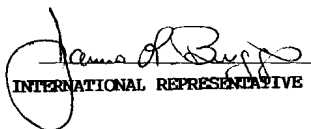

SEAN O'CONNOR, CHAIRMAN


PRESIDENT

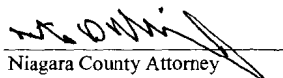

THOMAS A. BEILEIN
NIAGARA COUNTY SHERIFF

PACE INTERNATIONAL UNION


CHARLES J. NAUGHTON
DIRECTOR


INTERNATIONAL REPRESENTATIVE

Approved as to Form:


Niagara County Attorney

APPENDIX A

2002 SALARY SCHEDULE

DEPUTY

Step 1	Step 2	Step 3	Step 4	Step 5		
11.35	15.81	17.80	19.79	21.77		
Step 10	Step 14	Step 20	Step 25	Step 30		
22.05	22.31	22.61	22.88	23.12		
	<u>1</u>	<u>10</u>	<u>14</u>	<u>20</u>	<u>25</u>	<u>30</u>
Sgt	24.44	24.70	24.98	25.26	25.55	25.79
T/Sgt	25.40	25.66	25.93	26.22	26.50	26.75
Capt	26.68	26.94	27.21	27.50	27.78	28.03
Inv.	25.40	25.66	25.93	26.22	26.50	26.75
Chief	27.46	27.73	28.00	28.28	28.57	28.81
C/Chem	29.29	29.56	29.82	30.11	30.39	30.64
Chem	25.40	25.66	25.93	26.22	26.50	26.75
Insp.	28.87	29.14	29.41	29.69	29.98	30.22

APPENDIX B

2003 SALARY SCHEDULE

DEPUTY

Step 1	Step 2	Step 3	Step 4	Step 5
12.55	17.01	19.00	20.99	22.97
Step 10	Step 14	Step 20	Step 25	Step 30
23.25	23.51	23.81	24.08	24.32

	1	10	14	20	25	30
Sgt	25.64	25.90	26.18	26.46	26.75	26.99
T/Sgt	26.60	26.86	27.13	27.42	27.70	27.95
Capt	27.88	28.14	28.41	28.70	28.98	29.23
Inv	26.60	26.86	27.13	27.42	27.70	27.95
Chief	28.66	28.93	29.20	29.48	29.77	30.01
C/Chem	30.49	30.76	31.02	31.31	31.59	31.84
Chem	26.60	26.86	27.13	27.42	27.70	27.95
Insp	30.07	30.34	30.61	30.89	31.18	31.42

APPENDIX C

2004 SALARY SCHEDULE

DEPUTY						
Step 1	Step 2	Step 3	Step 4	Step 5		
13.35	17.81	19.80	21.79	23.77		
Step 10	Step 14	Step 20	Step 25	Step 30		
24.05	24.31	24.61	24.88	25.12		
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Sgt	26.44	26.70	26.98	27.26	27.55	27.79
T/Sgt	27.40	27.66	27.93	28.22	28.50	28.75
Cpt	28.68	28.94	29.21	29.50	29.78	30.03
Inv	27.40	27.66	27.93	28.22	28.50	28.75
Chief	29.46	29.73	30.00	30.28	30.57	30.81
C/Chem	31.29	31.56	31.82	32.11	32.39	32.64
Chem	27.40	27.66	27.93	28.22	28.50	28.75
Insp	30.87	31.14	31.41	31.69	31.98	32.22

APPENDIX D

2005 SALARY SCHEDULE

DEPUTY

Step 1	Step 2	Step 3	Step 4	Step 5
--------	--------	--------	--------	--------

14.15	18.61	20.60	22.59	24.57
-------	-------	-------	-------	-------

Step 10	Step 14	Step 20	Step 25	Step 30
---------	---------	---------	---------	---------

24.85	25.11	25.41	25.68	25.92
-------	-------	-------	-------	-------

	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Sgt	27.24	27.50	27.78	28.06	28.35	28.59
T/Sgt	28.20	28.46	28.73	29.02	29.30	29.55
Cpt	29.48	29.74	30.01	30.30	30.58	30.83
Inv	28.20	28.46	28.73	29.02	29.30	29.55
Chief	30.26	30.53	30.80	31.08	31.37	31.61
C/Chem	32.09	32.36	32.62	32.91	33.19	33.44
Chem	28.20	28.46	28.73	29.02	29.30	29.55
Insp	31.67	31.94	32.21	32.49	32.78	33.02

APPENDIX E
HEALTH INSURANCE WAIVER AGREEMENT

NIAGARA COUNTY ("County")

And

PACE LOCAL UNION 1-2001
NIAGARA COUNTY DEPUTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION ("UNION")

A. WAIVER

I, _____ an employee of Niagara County, do hereby agree to waive my right to health insurance under the terms of the collective bargaining agreement between the County, the Sheriff of Niagara County and the Union. I certify that I am currently covered by adequate health insurance through my spouse, other family member, or as a result of other employment. In exchange for waiving my right to such coverage for the entire year, the County will pay to me, the appropriate amount, noted below, pursuant to Article XVII of the collective bargaining agreement for waiver of the single or family plan. Prorated payments will be made pursuant to the schedule outlined below.

B. REINSTATEMENT OF HEALTH INSURANCE COVERAGE

I understand that I may elect, during the year, to reinstate my health insurance coverage. Such coverage will then be provided as soon as possible, pursuant to County policy, following receipt of written notification to the County. I understand that my election to waive health insurance coverage followed by an election to reinstate such coverage is limited to once per year, and subject to the rules and procedures of the carrier and/or the self-insurance plan. Reinstatement shall be pursuant to the provisions of Article XVII of this Agreement.

C. CALCULATION OF WAIVER BENEFIT

The maximum waiver sum received by any employee shall be determined by taking the percentage contributed by the County for the employee toward the cost of health insurance and applying that percentage to the maximum waiver amount, pursuant to Article XVII of this Agreement. (EXAMPLE: County contributes 50% toward the cost of health insurance for the employee, employee eligible for family coverage, maximum waiver is 50% of \$750 or \$375).

D. PRORATED WAIVER PAYMENTS

1. Waiver for full year: if health insurance coverage is dropped effective January 1 and not reinstated for the entire calendar year, employee will receive 50% of the waiver amount in June and 50% of the waiver amount in December.
2. Waiver for less than full year: if health insurance coverage is dropped before the first day of any month during the year, the employee is credited with the month for waiver purposes. The employee will then receive 50% of the appropriate waiver amount for each month of waived coverage. Payment of no more than 50% will be made in June and the balance paid in December.

DATE: _____

Employee Signature

Witness

Employee Print Name

Witness Print Name

COMPLETED FORM TO BE FILED IN HUMAN RESOURCES

For Office Use Only

Eligible for reimbursement Y ____ N ____

Date of eligibility _____ No. weeks _____

Hrs/day _____ Prorated % by hrs _____

mos. Left in this year _____ divided by 1. _____ 12 _____

Proration % by mos _____ %

Final Proration % _____ %

Amount Due \$ _____

